

No. R. 899

11 September 2009

LABOUR RELATIONS ACT, 1995**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL:
EXTENSION TO NON-PARTIES OF MAIN COLLECTIVE RE-ENACTING
AND AMENDING AGREEMENT**

I, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Metal and Engineering Industries Bargaining Council, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry with effect from21 September 2009..... and for the period ending 30 June 2011.

**MMS MDLADLANA
MINISTER OF LABOUR**

SCHEDULE**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL
COLLECTIVE MAIN AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between the following

**EMPLOYER ASSOCIATIONS WHICH ARE MEMBERS OF THE EMPLOYER
FEDERATION:**

Association of Electrical Cable Manufacturers of South Africa

Association of Metal Service Centres of South Africa

Bright Bar Association

Cape Engineers' and Founders' Association

Constructional Engineering Association (South Africa)

Covered Conductor Manufacturers' Association

Electrical Engineering and Allied Industries' Association

Electrical Manufacturers' Association of South Africa (EMASA)

Electronics and Telecommunications Industries' Association

Gate and Fence Association

Hand Tool Manufacturers' Association (HATMA)

KwaZulu-Natal Engineering Industries' Association

Lift Engineering Association of South Africa

Light Engineering Industries' Association of South Africa

Non-ferrous Metal Industries' Association of South Africa

Port Elizabeth Engineers' Association

Pressure Vessel Manufacturers' Association of South Africa

Radio, Appliance and Television Association of South Africa (RATA)

Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association

Sheetmetal Industries' Association of South Africa

S.A. Electro-Plating Industries' Association

S.A. Engineers' and Founders' Association

S.A. Fastener Manufacturers' Association (SAFMA)

S.A. Refrigeration and Air Conditioning Contractors' Association (SARACCA)

S.A. Post Tensioning Association (SAPTA)

S.A. Pump Manufacturers' Association

S.A. Reinforced Concrete Engineers' Association (SARCEA)

S.A. Valve and Actuator Manufacturers' Association (SAVAMA)

and the following

**EMPLOYER ORGANISATIONS WHICH ARE NOT MEMBERS OF THE EMPLOYER
FEDERATION:**

Consolidated Association of employers of S.A. (CAESAR)

Federated Employers organisation of S.A. (FEOSA)

National Employers Association of S.A. (NEASA)

Plastic Convertors Association of S.A.

(hereinafter referred to as the “employers” or the “employers’ organisations”), of the one part, and the

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Chemical, Energy, Paper, Printing, Wood and Allied Workers’ Union (CEPPWAWU)

Metal and Electrical Workers’ Union of South Africa (MEWUSA)

Solidarity / Solidariteit

United Association of S.A. (UASA the Union)

National Union of Metalworkers of South Africa (NUMSA)

S.A. Equity Workers’ Association (SAEWA)

(hereinafter referred to as the “employees” or the “trade unions”), of the other part, being the parties to the Metal and Engineering Industries Bargaining Council to amend the Collective Agreement published under Government Notice No. R. 404 of 31 March 1998, as re-enacted and amended under Government Notices Nos. R. 1491 of 27 November 1998, R. 941 of 6 august 1999, R. 1128 of 17 November 2000, R. 1051 of 26 October 2001, R. 138 of 8 February 2002, R. 1082 of 16 August 2002, R. 570 of 2 May 2003, R. 1374 of 3 October 2003, R. 542 of 30 April 2004, R. 1165 of 8 October 2004, R. 59 of 28 January 2005, R. 868 of 9 September 2005, R. 819 of 11 August 2006, R. 77 of 2 February 2007, R. 839 of 14 September 2007 and R. 1041 of 3 October 2008 (hereinafter referred to as the “Former Agreement”).

PART I**CONDITIONS OF EMPLOYMENT****1. SCOPE OF APPLICATION OF AGREEMENT**

- (1) The terms of this Agreement shall be observed —
- (a) in the Iron, Steel, Engineering and Metallurgical Industry throughout the Republic of South Africa;
 - (b) in the Provinces of the Transvaal and Natal by the section of the Industry concerned with the installation, repair and servicing of radios, refrigerators and domestic electrical appliances;
 - (c) in the Magisterial Districts of Durban, East London, Johannesburg, Pietersburg, Pinetown and The Cape by the section of the Industry concerned with radio manufacture;
 - (d) by all employers who are members of the employers' organisations and by all employees who are members of the trade unions.
- (2) Notwithstanding the provisions of clauses 1(1)(d), 2 and the special provisions, the terms of this Agreement shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively.
- (3) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall not apply to the following:
- (a) The installation, repair and servicing of radios and domestic electrical appliances in the Provinces of the Cape of Good Hope and the Orange Free State;
 - (b) the manufacture, for sale, of standard high-speed cutting tools made from high-speed steel by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial

Districts of Boksburg, Johannesburg, Pietermaritzburg and Vereeniging;

- (c) the manufacture of aluminium sheet and/or foil, and interrelated operations;
- (d) the installation and/or repair and/or maintenance of electrical lifts and escalators;
- (e) the production of iron and/or steel and/or ferro-alloys;
- (f) the installation, maintenance and repair of electrical equipment referred to in paragraph (a)(ii) of the definition 'Electrical Engineering Industry' in clause 3 of the Former Agreement in the provinces of the Cape and the Transvaal;
- (g) the manufacture of tungsten carbide (hard metal);
- (h) the assembling, servicing, installation, maintenance and/or repair of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles, or any combination of such principles, that are primarily intended for use in accounting and/or business and/or calculation and/or office and/or educational procedures;
- (i) the Venetian Blind and Allied Products Manufacturing Industry in the Province of the Transvaal;
- (j) the installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape of Good Hope and the Orange Free State;
- (k) the manufacture of plumbers' and/or engineers' brassware by means of gravity die-casting and/or pressure die-casting and/or hot pressing and/or machining;
- (l) the undertaking of Union Steel Corporation of South Africa (Pty) Limited, in the Magisterial District of Vereeniging, Transvaal;
- (m) the Locksmithing Trade in the Magisterial Districts of Benoni, Boksburg, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort, Springs and The Cape;
- (n) the production, for sale, of welding electrodes by means of plant and/or

equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Brits, Germiston, Kempton Park and Pretoria;

- (o) the undertaking of Billiton Aluminium S.A. (Pty) Ltd in the Magisterial District of Lower Umfolozi;
 - (p) the manufacture from tinplate of a gauge not exceeding 0,416 mm of trunks and other containers designed to hold personal effects, sporting kit, tools and documents, and other lines manufactured principally from such tinplate;
 - (q) the erecting, on site, of products referred to in the preamble to Division D/7 of Part II of the Agreement published under Government Notice No. R. 404 of 31 March 1998 (but excluding the manufacture on site of palisade fencing);
 - (r) the servicing and/or maintenance and/or repairing of lawn-mowing machines, cultivators, sickle-cutters, grass-cutters, edge-trimmers, chainsaws and/or parts and/or components thereof.
- (4) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to -
- (a) apprentices only to the extent to which the provisions are not inconsistent with the provisions of the Manpower Training Act, 1981, and learners in terms of Chapter IV of the Skills Development Act, No. 97 of 1998, or any contract entered into or any conditions fixed thereunder; and
 - (b) trainees under training in terms of section 30 of the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of the Act or any conditions fixed thereunder.
- (5) Notwithstanding the limitation of this Agreement to the operations herein scheduled —
- (a) the provisions of the clauses relating to Leave Pay, Additional Leave Pay and Leave Enhancement Pay of Part I of the Agreement published under Government

Notice No. R. 404 of 31 March 1998 shall apply to all employees employed in operative processes receiving a rate of pay equivalent to or more than that prescribed from time to time in the Agreement for Rate D employees, whether paid weekly or monthly, but excluding payment for overtime;

- (b) no person directly employed in a manufacturing or production process shall be paid a wage less than Rate H as prescribed from time to time in Part II of this Agreement.

For the purposes of this subclause, 'employed in a manufacturing or production process' shall apply to those employees whose rate of pay is not scheduled in this Agreement, but whose activities are directly concerned with the creation of the engineering goods and/or services covered by the scope of application of this Agreement. This provision shall not apply to the work carried out by administrative staff and/or those employees employed in non-production operations.

- (6) The conditions of employment of watchmen shall be regulated by the provisions of this Agreement, except in respect of ordinary working hours, which shall be a maximum of 44 hours per week.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of clause 32 of the Labour Relations Act, 1995, and shall remain in force until 30 June 2011.

3. SPECIAL PROVISIONS

The provisions contained in clause 28 of the Agreement published under Government Notice No. R.1041 of 3 October 2008 (hereinafter referred to as the "(Former Agreement)") shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 27, and 29 to 47 of Part I and Part II of the Former Agreement shall apply to employers and employees.

5. CLAUSE 3: DEFINITIONS

(1) Substitute the following for the definition of “Electrical Engineering Industry”:

“(1)(a) **‘Electrical Engineering Industry’** means the industry concerned with —

- (i) the manufacture and/or assembly from component parts of electrical equipment namely generators, motors, convertors, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, transformers, furnace equipment, signalling equipment, radio or electronic equipment and other equipment utilising the principles used in the operation of radio and electronic equipment, incandescent lamps, electric cables and domestic electrical appliances, and includes the manufacture of component parts of the aforementioned equipment;
- (ii) the installation, maintenance and repair of the equipment referred to in paragraph (i) above, but does not include the Electrical Industry;

(b) **‘Electrical Contracting Industry’** means:

the design, preparation (other than manufacture for sale) and erection of electrical installations forming an integral and permanent portion of buildings and the repair and/or maintenance of such installations including any cable jointing and electrical wiring associated therewith;

(2) Substitute the following for the definitions of Regions A,B,D and F:

“**REGION A**’ means the Western Cape Province and the Northern Cape Province excluding the following magisterial districts in the Western Cape: Calitzdorp, Murraysburg, Oudtshoorn

and Uniondale, excluding the following magisterial districts in the Northern Cape: Barkly West, De Aar, Gordonia, Hartswater, Herbert, Hopetown, Kimberley, Kuruman, Postmasburg and Warrenton; and for the purposes of these particular areas the address of the Regional Council shall be – Metal and Engineering Industries Bargaining Council (Cape Region), P.O.Box 6096, Roggebaai, 8012, or 1st Floor, Harbour Place, 7 Martin, Hammerslag Way, Foreshore, Cape Town, 8001;

‘REGION B’ means the following magisterial districts in the Eastern Cape Province: Albert, Aliwal North, Barkly East, Bizana, Butterworth, Cala, Cathcart, Cofimvaba, East London, Elliot, Engcobo, Flagstaff, Hoffmeyer, Idutywa, Indwe, Keiskammahoek, Kentani, King William’s Town, Kwabhaca, Komga, Lady Grey, Libode, Lusikisiki, Maclear, Matatiele, Mdantsane, Middelrift, Mount Ayliff, Mount Fletcher, Mqanduli, Ngqeleni, Nqamakwe, Queenstown, Qumbu, Seymour (Mpofu), Sterkstroom, Stutterheim, Tsolo, Tsomo, Umtata, Umzimkulu, Whittlesea, Willowvale, Wodehouse, Victoria East and Zwelitsha; and for the purposes of these particular areas, the address of the Regional Council shall be – Metal and Engineering Industries Bargaining Council (Border Region), P.O. Box 13162, Vincent, 5217, or Malcomess Park, Office No 7, St Georges Road, Southernwood, 5201.

‘REGION D’ means the following magisterial districts in the Eastern Cape Province: Aberdeen, Adelaide, Albany, Alexandra, Bathurst, Bedford, Cradock, Fort Beaufort, Graaff-Reinet, Hankey, Humansdorp, Jansenville, Joubertina, Kirkwood, Middleburg, Pearston, Port Elizabeth, Somerset East, Steytlerville, Steynsburg, Uitenhage, Venterstad and Willowmore and the following magisterial districts in the Western Cape Province: Calitzdorp, Murraysburg, Oudtshoorn, Uniondale, and the following magisterial districts in the Northern Cape Province: Colesburg, Hanover, Noupoot and Richmond; and for the purposes of these particular areas the address of the Regional Council shall be – Metal and

Engineering Industries Bargaining Council (Midland Region), P.O. Box 12848, Centrahill, 6006, or 6th Floor, Old Mutual Building, 64 Govan Mbeki Avenue, Port Elizabeth, 6001;

‘REGION F’ means all the magisterial districts in the Free State, including the following magisterial districts in the North West Province: Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp, Vryburg and Wolmaransstad, and the following magisterial districts in the Northern Cape Province: Barkly West, De Aar, Gordonia, Hartswater, Herbert, Hopetown, Kimberley, Kuruman, Postmasburg and Warrenton; and for the purposes of these particular areas the address of the Regional Council shall be – Metal and Engineering Industries Bargaining Council (Free State and Northern Cape Region), P.O. Box 30095, Moreskof, 9462, or Wessels & Smith Building, 2nd Floor, 26 – 28 Heeren Street, Welkom, 9459.”.

6. CLAUSE 5: OVERTIME AND PAYMENT FOR WORK ON SUNDAYS

- (1) Insert the following new subclauses (c) and (d) at subclause 8:

“(c) **‘overtime payment’** shall be made in accordance with clause 5(1)(a); and

(d) Unless otherwise agreed overtime shall be worked on a voluntary basis.”.

- (2) Insert the following new subclause 9(b):

“(b) where an employee is absent from work with the permission of his employer or absent on account of sickness in accordance with clause 34 or circumstances beyond his control, the provisions of this subclause shall not apply and the overtime hours worked in such case shall be paid for at the overtime rate applicable to the overtime hours worked: Provided that an employer may call on an employee for a medical certificate in proof of cause of absence.

Payment under this subclause shall be made as provided for in clause 8 of this Part of the Agreement.”.

- (3) Insert the following new subclause (10):

“(10) Notwithstanding the provisions of subclause (1), where in any one week an employee absents himself from work during any or all of the ordinary hours of a shift observed in the establishment concerned, such ordinary hours not worked by the employee shall be deducted from the hours of overtime worked. The hours so deducted shall be paid for at the employee’s ordinary rate and shall be regarded as ordinary hours worked for the purpose of calculating the contributions to be submitted to the Engineering Industries Pension Fund, the Metal Industries Group Pension Fund, the Metal Industries Provident fund and the National Bargaining Council the Iron, Steel, Engineering and Metallurgical Industry Sick Pay Fund in terms of the Agreements regulating these Funds: Provided that—

- (a) the provisions of this clause shall not apply to hours worked by an employee on a Sunday; and
- (b) where an employee is absent from work with the permission of his employer or absent on account of sickness in accordance with clause 34 or circumstances beyond his control, the provisions of this subclause shall not apply and the overtime hours worked in such case shall be paid for at the overtime rate applicable to the overtime hours worked: Provided that an employer may call on an employee for a medical certificate in proof of cause of absence.

Payment under this subclause shall be made as provided for in clause 8 of this Part of the Agreement.”.

7. CLAUSE 6: SHIFT WORK

Insert the following new subclause (4)(c):

- “(c) The employer and employee(s) shall by mutual arrangements agree on how work performed on Sundays and public holidays shall be paid. A copy of the Agreement shall be lodged with the

Regional Council. In the absence of such an Agreement, work performed on a Sunday and on a Public Holiday shall be paid in accordance with sections 5 and 11 of this Agreement.”.

8. CLAUSE 7: SHORT TIME

Substitute the following for the existing clause in its entirety:

“For the purposes of this clause, ‘**short time**’ means the implementation of reduced working time, i.e. fewer number of hours per day and/or fewer number of days per week, owing to a shortage of work and/or materials and any other justifiable contingencies and/or unforeseen contingencies and/or circumstances beyond the control of the employer.

(1) Notification:

- (a) An employer shall, subject to 2(b), give the Regional Council, affected employees and affected party trade unions five calendar days’ notice of the intention to implement short-time hours. The employer shall, during the notification period, consult with the representatives of the trade union and/or elected shop stewards on the manner in which the short-time working will operate.
- (b) The employer shall, as far as practicable, spread the work available amongst the employees affected.
- (c) An employer shall not be required to pay wages to his employees, except for the periods actually worked.
- (d) An employer shall give the Regional Council, affected employees and affected party trade unions two clear working days’ notice of the intention to increase or reduce short time hours.
- (e) An employer shall notify the Regional Council and affected party trade unions if short time is to continue for more than six weeks from the date of original implementation.

(2) General:

- (a) The provisions of clause 5 of this Agreement relating to overtime payments shall not apply in respect of time worked in excess of specified daily short-time hours, but less

than the ordinary working hours for such working day of the week: Provided that should the employer require an employee to work in excess of the daily short-time hours, but fail to give the notice prescribed in subclause (1)(d) then such period so worked shall be remunerated at a penalty rate equivalent to the applicable overtime rate for the period so worked beyond the short-time hours for a maximum period of two days.

- (b) For the purposes of this clause, the notice prescribed in subclause (1)(a) shall not apply in respect of short time working caused by unforeseen contingencies and/or circumstances beyond the control of the employer, including but not limited to power problems, interruptions and/or failures, machinery breakdown, theft, fire and/or flood: Provided that—

- (i) Where the employer elects to send employees home they shall receive not less than four hours' work or pay in lieu thereof, in respect of such day; and
- (ii) Where the employer believes resumption of work can be effected and expressly instructs his employees to present themselves for employment on a particular day, they shall receive not less than four hours' work or pay in lieu thereof, in respect of such day;
- (c) Unforeseen contingencies and/or circumstances referred to above shall not include inclement weather;
- (d) the purpose of the five-day notification period is to allow the employer and the representatives of the trade union and/or elected shop stewards to meet in order to consult on the manner in which the short time working shall operate. This may include meetings convened on a Saturday and/or Sunday.”.

9. CLAUSE 8: PAYMENT OF EARNINGS

- (1) Insert the following new subclause (1)(c):

“(c) An employer and elected shop stewards shall communicate the prevailing method of payment observed in an establishment to a newly employed employee and draw the employee’s attention to subclause (2)(e), if applicable.”.

(2) Substitute the following for subclause (2)(c)(i):

“(i) all payments due to the employee(s) in terms of this Agreement shall be payable to the employee(s) two banking days before the last working day of each calendar month;”.

10. CLAUSE 12: LEAVE PAY

Substitute the following for the existing subclause 3(c):

“(c) Should an employee proceed on leave, the employer shall, for each public holiday which falls within the employee’s period of leave and which otherwise would have been an ordinary working day for such an employee extend the leave period by one working day with full pay.”.

11. CLAUSE 16: ANNUAL SHUTDOWN

Substitute the following for the existing clause 16 in its entirety:

“(1) Except as provided for in subclauses (2) and (3), every employer who wishes to observe an annual shutdown of the establishment or a department thereof in terms of the provisions of this clause shall apply to the Regional Council concerned at least nine months in advance of the intended shut-down of the establishment or department thereof, as the case may be, and shall have first obtained the consent of the Regional Council Committee before implementing these provisions of the Agreement.

(2) Employers who were observing an annual shutdown arrangement, for the purposes of the paid leave, prior to the coming into operation of this Agreement shall be deemed to be observing an annual shutdown and are not required to advise the Regional Council concerned of the observance of that arrangement.

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- (3) Every employer entering the Industry after the commencing date of this Agreement shall, within one month of commencing operations, advise the Regional Council concerned whether the leave provisions of the Agreement or, alternatively, an annual shutdown, will be observed.
- (4) Where an annual shutdown is to be observed, the establishment or department, as the case may be shall be closed for such unbroken period as will enable employees who have qualified for paid leave in terms of clause 12(3) of this Part of the Agreement to take their full paid leave extended by any days that must be added in terms of clause 12(3)(c), and the period of the closure shall, as near as practicable, fall between the same dates in each 12-month period.
- (5) (a) Any employee who at the date of the closing of an establishment in terms of subclause (4), is not entitled to the full period of the paid leave prescribed in clause 12(3) of this Part of the Agreement shall be paid leave pay and the leave enhancement pay referred to in clause 14 of this Part of this Agreement proportionate to the qualification for the paid leave completed at the date of the closing of the establishment. The employment of any employee thus affected shall be deemed to commence from the date of re-opening of the establishment (or department, as the case may be) for the purpose of his qualification for his next paid leave.
- (b) Notwithstanding anything to the contrary contained in this Agreement, any employee who actually worked all available shifts during the period from the first day after the previous year's annual shutdown up to and including the last shift preceding the current shutdown shall be entitled to full pay and leave enhancement pay as provided for in the Agreement: Provided that for the purposes of this subclause, all shifts not actually worked but for which an employee is entitled to credit towards his/her leave qualification in terms of this Agreement shall be counted as shifts actually worked.
- (6) Nothing herein contained shall operate to preclude an employer from employing the services of

employees required for essential work during the period of the shutdown: Provided that the names of the employees whose services are required for essential work (other than maintenance work as herein defined) and the reasons therefor shall be notified to the Council at least one month in advance of the employees' services being required: Provided further that any such employees whose services are retained during the period of the shut-down shall be given their paid leave in conformity with the remaining provisions of the Agreement.

'Maintenance work' referred to herein means and shall be limited to urgent maintenance or repair work in connection with an employer's own plant and/or machinery.

- (7) Where an employer observes an annual shutdown, he shall display in the establishment nine months before the date of the shutdown a notice setting out the date of the next annual shutdown.
- (8) Every employer who elects to observe the annual shutdown shall be bound to carry on with that arrangement and shall not depart therefrom except by giving at least 12 months' notice to his employees of his intention to depart from the arrangement and by obtaining the consent of the Regional Council Committee to the proposed change.
- (9) Where an employer who observes an annual shutdown in terms of this clause terminates the employment of an employee and the proportionate period of paid leave accrued to the employee at the date of termination would extend from that date into the annual shutdown and the employer re-engages the same employee within one month after the re-opening of the establishment, the employee shall be entitled to payment as provided for in clause 11(1) of this Part of the Agreement in respect of the public holidays referred to in that subclause which fell within that period of the paid leave accrued to the employee at date of termination that would have extended into the period of the annual shutdown, and the employer shall, upon his re-engaging the employee after the re-opening of the establishment, make such payment to the employee if it has not already been made."

12. CLAUSE 17: ALLOWANCES

Substitute the following for subclause (2):

“(2) **Abnormally dirty work allowance** (for ‘abnormally dirty work’ as defined):

- (a) Where an employee (other than an employee expressly engaged as a cleaner) is required to work on abnormally dirty work, he shall be paid an allowance, in addition to any other remuneration to which he is entitled under this Agreement, of 60c per shift or part thereof.
- (b) Where an employee has completed the hours of an ordinary shift on abnormally dirty work, he shall when he works overtime on abnormally dirty work for not less than four hours, be paid a further 60c.”.

13. CLAUSE 20: OUTWORK, TEMPORARY EMPLOYMENT SERVICES AND LIMITED DURATION CONTRACTS

Substitute the following for the existing clause 20 in its entirety:

“(1) Subject to the provisions of clause 198 of the Act —

- (a) no employer shall require or allow an employee to undertake any class of work covered by this Agreement elsewhere than in his establishment, except where such work is in execution or completion of any order placed with that employer, and no employer shall require or allow any employee of any other employer to undertake on his behalf any class of work covered by this Agreement, except where such work is in execution or completion of an order placed by that employer with the other employer; and
- (b) no employee shall solicit or take orders for or undertake any class of work covered by this Agreement for sale and/or for gain either on his own account or on behalf of any other person or firm whilst he is in the employ of any employer engaged in the Industry.

- (2) Every employer undertaking to execute or complete any work in any region other than the region in which his establishment is registered with the Council shall notify the nature and place of work in writing to the Regional Council for the area in which the work is done within seven days of the commencement of such work and shall maintain at such place of work a register of the hours worked by all employees and their remuneration in respect thereof.
- (3) No employer shall utilise the services of workers within the meaning of clause 198 of the Act unless the temporary employment service provides proof to the employer of —
 - (a) the registration number allocated by the Director-General of Labour, in pursuance of the application of the provisions of the Unemployment Act, 1966, to the temporary employment service;
 - (b) the registration number allocated by the Compensation Commissioner in pursuance of the application of the provisions of the Compensation For Occupational Injuries and Diseases Act, No. 130 of 1993, to the temporary employment service;
 - (c) the registration number issued by the Council in respect of the temporary employment service in pursuance of the Council's Registration and Administration Expenses Agreement.
- (4) An employer who procures a worker or workers within the meaning of section 198 of the Act from a temporary employment service shall notify the region as defined in clause 3 of this Agreement in writing of the business name and physical business address of the temporary employment service concerned within seven days from the date on which the services of the worker or workers procured are utilised within that region or, if the services of such workers are already being utilised at the date of coming into operation of this subclause, within seven days of the date of coming into operation of this subclause.
- (5) An employer who procures a worker or workers within the meaning of clause 198 of the Act from a temporary employment service shall complete a form in the format determined by the Council in respect of each such worker and such form shall be signed by both the employer and

the worker concerned declaring that the particulars therein are correct.

- (6) The form referred to in subclause (5) above shall contain the following particulars:
- (a) The name, telephone number, residential address and identity number of the worker;
 - (b) the business name, business telephone number and physical business address of the temporary employment service concerned;
 - (c) the date from which the employer utilises the services of the worker and the expected termination date;
 - (d) the site or workshop address where the services of the worker will be utilised;
 - (e) the anticipated normal hours and overtime to be worked by the worker;
 - (f) whether the worker will be engaged on work scheduled in this Agreement as Rate A work;
 - (g) the scheduled occupation in terms of this Agreement applicable to the worker.
- (7) The employer shall submit the form referred to in subclause (5) above to the region as defined in clause 3 of this Agreement within seven days after he has commenced utilising the services of the workers concerned.
- (8) The temporary employment service and the client shall be jointly and severally liable if the temporary employment service, in respect of any of its employees, contravenes —
- (a) a collective agreement, concluded in a Bargaining Council that regulates terms and conditions of employment;
 - (b) a binding arbitration award that regulates terms and conditions of employment;
 - (c) the Basic conditions of Employment Act, or
 - (d) a determination made in terms of the Wage Act.

Any employer who utilises the services of a temporary employment service should, in view of the possible financial risk involved, ensure that the temporary employment service is complying with the Collective Agreement of the Council.

- (9) A worker who has been supplied by a temporary employment service to an employer in the industry and who performs work scheduled in this Agreement shall be regarded as an employee for the purposes of this Agreement.
- (10) Where the employee reasonably expected the employer to renew a fixed-term contract of employment on the same or similar terms, but the employer offered to renew it on less favourable terms or did not renew it, such employee shall be regarded as having been dismissed. In such cases the date of dismissal shall be the date on which the employer offered the less favourable terms or the date on which the employer notified the employee of the intention not to renew the contract.
- (11) The following special provisions shall apply in respect of the use of workers supplied by a labour broker in scheduled positions on direct production processes:
- (a) Objective
- The objective of this clause is to regulate the use of workers falling under the scope of the Main Agreement supplied by a labour broker in positions in direct production processes.
- (b) Exclusions
- This clause does not apply to the use of labour broker services for other purposes including, but not limited to, the following:
- Turnaround work, including the installation, maintenance, overhaul or development work on equipment or on an installation;
 - short-term workload fluctuations of four months or less, thereafter the provisions of this section shall apply;
 - the cleaning of factories and workshops;
 - the supply of skilled workers for four months or less, where their availability is limited.
- (c) Notification and consultation process

- (i) Where an employer intends to use labour broker workers in scheduled occupations in the direct production process, then the following provisions shall be observed:
- (aa) The employer shall, not less than seven days prior to the implementation date of the use of the labour broker services, notify the bargaining council and any representative trade unions of this intention.
- (bb) This notice shall be given in writing and shall contain the following information:
- The date of the use of labour broker workers on direct production processes;
 - the reason for the use of labour-broker workers on direct production processes;
 - the details of the labour brokers that will supply the labour;
 - any other relevant information relating to the use of labour broker workers on direct production processes.
- (cc) The employer shall, during the course of the seven-day notice period, engage in a process of meaningful joint consultation with the representative trade union and the labour broker in an attempt to reach consensus on the use of labour-broker workers on direct production processes. This consultation shall include the conditions of employment, compliance with the Bargaining Council Collective Agreements and the organisational rights of the employees supplied by the labour broker.
- (dd) The notification and consultation process shall not limit the employees' rights to implement industrial action in accordance with the provisions of the Labour Relations Act.

Where an employer intends to use labour-broker workers in scheduled occupations in the direct production process on a permanent basis, then clause 37(1)(b) should not be construed to limit the parties' right to take industrial action in accordance with the provisions of the Labour Relations Act.

(d) Employment conditions of the labour-broker employees

The onus shall be on the employer to ensure that the labour broker observes all the Bargaining Council's collective agreements, including the industry benefit fund arrangements, in respect of the labour broker's workers.

(e) Exemptions

(i) Any person bound by this clause may apply for exemption.

(ii) This exemption will be considered by the Bargaining Council and any appeals against a decision of the Council may be submitted to the Independent Exemptions Appeal Board for consideration and final decision.

(12) Employers who have been granted a flat-rate exemption in terms of which all employee entitlements are incorporated into a single, comprehensive hourly wage may apply this only to employees engaged on work construction sites. It may not be used in manufacturing establishments.

(13) This Agreement shall apply to all labour brokers in the Industry and employees of labour brokers shall enjoy the wage structures and all the benefits of the Bargaining Council Agreements.”.

14. CLAUSE 33: TECHNOLOGICAL CHANGES AND WORK REORGANISATION

Substitute the following for subclause (2)(b)(i):

“(b) *Ergonomic committee*

- (i) An ergonomic committee shall be established at plant level, comprising the representative trade union(s), an employee representative body and a designated management representative or representatives. This committee shall have the power to review the ergonomic implications of the technological changes and take decisions in relation to how workers interact with all aspects of their work environment, including the task, and the tools and equipment used, and work organisation. In the event that an agreement cannot be reached, the provisions of the Industry dispute resolution procedure shall be applicable. This shall not prevent management from implementing the proposed changes.”.

15. PART II

Substitute the following for the existing clauses 1, 2 and 3:

“1. WAGES AND/OR EARNINGS

A new five-grade job and wage structure has been determined for use in the Industry. Individual employers, together with employees, their representatives and/or registered trade unions at establishment level will accordingly mutually agree on whether or not to implement the new five-grade job and wage structure on a voluntary basis or continue to observe the existing 13 grades (Rates A to H) and related arrangements.

Details of the five-grade job and wage structure are set out in Annexure B. Details of definitions of the grades are set out in Annexure C. Details of the current 13 grade structures are set out in Part II of this Agreement.

The Tables of Wage Rates as set out in (a) to (h) hereunder have general and/or specific application to operations listed in this Agreement. For ease of reference the wage rate categories are as follows:

- (a) Except as provided for in Wage Tables (b) to (f) hereunder, the wage rates prescribed in Wage Table (a) are applicable to all operations listed as Rates A, A1, AA, AB, B, C, D, DD, DDD, E, F, G and H, including watchman’s work in —
 Schedule G
 Schedule M
 Division D/O to D/33
 Schedule E/1 and E/3
 Division E/2.
- (b) Wage rates prescribed in Wage Table (b) are applicable to employees employed as vehicle drivers and have general application throughout the Technical Schedules in this Agreement.
- (c) Wage rates prescribed in Wage Table (c) have specific application to the operations listed therein.
- (d) Wage rates prescribed in Wage Table (d) apply only to the operations listed in Schedule F.
- (e) Wage rates prescribed in Wage Table (e) apply to apprentices only.
- (f) Wage Rates prescribed in wage table (f) apply only to the operations listed in Division D/7.
- (g) Wage rates prescribed in Annexure B, ‘Five Grade Job and Wage Structure’ apply only to

the operations listed therein and in Annexure C, 'The Skills Definitions accompanying the new five grade structure'.

- (h) Wage rates prescribed in Annexure H, 'Construction Sites covered by a Project Labour Agreement' only apply to the operations listed therein.

- (1) (a) Any employee who at the date of coming into operation of this Agreement was in receipt of a higher rate than that prescribed in the Agreement for the class of work upon which he is employed shall continue to receive not less than such higher rate while he is employed by the same employer on the same work or any other work for which a lower rate is prescribed.

- (b) Every employee who on the date of coming into operation of this Agreement is employed by an employer on work classified in the Agreement shall, whilst in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate specified for his class of work in this Agreement, be paid not less than the actual rate he was receiving immediately prior to the said date plus, as a guaranteed personal increase, an additional amount for his class of work, as set out in the Wage Tables hereunder: Provided that —

- (i) the additional amount payable in terms of this subclause to an employee for his class of work may be reduced by the amount of any increase or increases granted to such employee on or subsequent to 1 July 2009: Provided that any employee to whom no increase or only a part of the prescribed increase was granted on or after 1 July 2009 shall be remunerated by the payment of an amount within 16 weeks after the date of the coming into operation of this Agreement on the basis stated below:

Amount per hour for the employee's class of work prescribed above	Less (if any)	Amount per hour of any increase granted to the employee on or after 1 July 2009
--	---------------	--

multiplied by the number of hours which the employee concerned was entitled to payment of his wage for the period from the start of his first shift on or after 1 July 2009 to the first shift for which the amount per hour for the employee's class of work as prescribed above is paid or the date of coming into operation of this Agreement, whichever is the later: Provided further that if the number of said hours includes hours other than ordinary hours worked then the above calculation must be performed separately in respect of the ordinary hours worked and each category of overtime hours in order to include the prescribed overtime premium provided for in this Agreement in each case;

- (ii) any employee who was engaged after 1 July 2009 at a rate of pay not less than the rate of pay prescribed for his class of work as at the date of coming into operation of this Agreement shall not be entitled to be paid the additional amount specified in this subclause for his class of work;

(iii) no employer shall reduce the rate of pay of any employee to whom an increase in excess of the additional amount specified in this subclause for his class of work has been awarded on or subsequent to 1 July 2009, and no employee shall be paid wages at a rate less than the rate for his class of work specified in the Agreement;

- (iv) for the purposes of the Agreement the rate applicable in terms of this subclause shall mutatis mutandis apply to employees employed in incentive bonus work

- in terms of clause 10 of Part I of the Agreement;
- (v) an employer who intends to grant general increases to all employees, or all employees in a particular category of employees, in excess of the guaranteed personal minimum increases provided for in the Agreement, shall consult the employees concerned: Provided that, in respect of employees who are members of a union, if the employer is a member of any of the employers' organisations which are parties to the Agreement, the employer shall consult the trade unions concerned;
 - (vi) where an employer, following such consultation, grants such increases over and above that provided for in this Agreement, the Bargaining Council shall be notified of the increases granted.
- (2) No employee shall be required as part of his contract of service to accept board or lodging or both from his employer, nor to purchase any goods or hire any property from his employer. Where an employee agrees to accept board or lodging or both from his employer the employer may deduct from such employee's wages or earnings such amount as agreed upon for the payment of board or lodging or both: Provided that the Council is notified in writing prior to the said deductions being made and the amounts thereof.
- (3) No employee shall be employed on more than one occupation scheduled in this Agreement at different rates of pay in any one week, including any overtime worked at a higher-paid occupation, unless payment is made as if such employee had been employed for the whole of that week on the highest-paid occupation: Provided that where a lower-paid employee is temporarily substituted for a higher-paid employee who is absent from his work and not employed elsewhere in the establishment, such substituted employee shall be paid at the higher rate only for the period he actually worked at the higher-paid occupation. Any period of substitution of less than one-half shift in the aggregate in any one week shall not count for payment at the higher rate.
- (4) Subject to the provisions of subclauses (1) to (3), inclusive, no employer shall pay to the employees engaged on any of the classes of work hereinafter specified in the following Wage Schedules wages and/or earnings lower than those stated against such classes and no employee shall accept wages and/or earnings lower than those stated against such classes.

2. ALLOWANCES

Allowances payable subject to the provisions of Part I, Clause 17 of this Agreement:

- (1) ***Subsistence allowance under Groups A and B***
Grade and Category *Subsistence Allowance per day*
 Rates A to H and Categories 5 to 1(a) of R65,00
 Section G(d) "Structural Engineering"
- (2) ***Abnormally dirty work allowance*** (employees other than employees expressly engaged as cleaners):
 The allowance payable is 60 cents per shift or part thereof plus a further 60 cents where working overtime on abnormally dirty work for four hours or more.
- (3) ***Height allowance:*** Eight per cent of the employee's normal hourly rate when working aloft on ships and/or floating vessels.

3. WAGE TABLES

1

A. For the period 21-09-09 to 30-6- 2010

(a) WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED AT RATES A TO H, INCLUDING WATCHMAN'S WORK, THROUGHOUT THIS AGREEMENT

	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2009	Amount per hour	Minimum hourly wage rates
Class of work	%	Rc	R
Rate A & A1	8,80	3,42	42,34
Rate AA	8,80	3,24	40,07
Rate AA(start)	8,80	3,07	37,97
Rate AB	8,80	2,91	35,94
Rate B	8,80	2,75	34,05
Rate C	8,80	2,63	32,49
Rate D	8,80	2,55	31,54
Rate DD	8,80	2,34	28,98
Rae DDD	8,80	2,22	27,46
Rae E	8,80	2,10	25,99
Rate F	8,80	1,99	24,66
Rate G	8,80	1,88	23,30
Rate H	8,80	1,78	22,06

- 'Rate AA – start' is the rate applicable to employees in the category AA who are in their first six months of continuous employment with the same employer, unless otherwise specified elsewhere in this Agreement.

(b) WAGE RATES APPLICABLE TO VEHICLE DRIVING – EXTERNAL TRANSPORT INCLUDING FORKLIFT DRIVING

	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2009	Amount per hour	Minimum hourly wage rates
Class of work	%	Rc	R
(Schedule G(a)(iv))			
(1) Forklift driving of power-operated forklift controlled from on board by the operator (job grade F)	8,80	1,99	24,66
(2) Driving of a load-carrying or hauling vehicle which requires a code 08 light motor vehicle licence to be held by the driver (job grade E)	8,80	2,10	25,99
(3) Driving of load-carrying or hauling vehicle which requires a code 10 heavy motor vehicle licence or a code 11 extra heavy motor vehicle licence to be held by the driver (job grade DD).	8,80	2,34	28,98
(4) Driving of a load-carrying or hauling vehicle which requires a code 13 or 14 heavy articulated motor vehicle licence to be held by the driver (job grade C)	8,80	2,63	32,49

(c) WAGE RATES WITH SPECIFIC APPLICATION TO THE OPERATIONS LISTED HEREIN

	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2009	Amount per hour	Minimum hourly wage rates
Class of work	%	Rc	R
Schedule G			
(1) Learners			
Rate D Operation 1			
First three months of experience (Rate D, less 10%)	8,80	2,30	28,39
Second three months of experience (Rate D, less 5%)	8,80	2,43	29,97
Thereafter Rate D	8,80	2,55	31,54
Provided that –			
(i) no employee may be engaged upon incentive bonus work during the learnership period;			
(ii) an employer who wishes to train an employee for any of the classes of work for which no learnership or probationary period is provided may do so only with the prior approval of the Council, which shall prescribe the conditions under which permission for such employment is granted.			
Vitreous Enamelling			
Operation 1(a)			
First duster (Rate B)	8,80	2,75	34,05
Operation 1(b)			
Second duster (Rate D)	8,80	2,55	31,54
Section (d)			
Structural Engineering Wage Categories			
Category 5	8,80	3,42	42,34
Category 4	8,80	3,10	38,33
Category 3	8,80	2,65	32,71
Category 2	8,80	2,15	26,63
Category 1	8,80	1,78	22,06
Category 1(a)	8,80	1,47	18,20
Note:			
Special Provisions Limited to Construction Sites covered by Project Labour Agreements.			
The special provisions and wage rates as set out in Annexure H shall apply.			

	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2009	Amount per hour	Minimum hourly wage rates
Class of work	%	Rc	R
(2) DIVISION D/4			
Rate B Operation 1			
First six months of experience (Rate F)	8,80	1,99	24,66
Second six months of experience (Rate DDD)	8,80	2,22	27,46
Third six months of experience (Rate D)	8,80	2,55	31,54
Fourth six months of experience (Rate C)	8,80	2,63	32,49
Thereafter Rate B	8,80	2,75	34,05
(3) DIVISION D/12			
Learnership periods and rates of pay therefor:			
Rate B – Newcomers			
First two months of experience (Rate DD)	8,80	2,34	28,98
Second two months of experience (Rate D)	8,80	2,55	31,54
Third two months of experience (Rate C)	8,80	2,63	32,49
Thereafter Rate B	8,80	2,75	34,05
Rate C – Newcomers			
First two months of experience (Rate DD)	8,80	2,34	28,98
Second two months of experience (Rate D)	8,80	2,55	31,54
Thereafter Rate C	8,80	2,63	32,49
Rate D – Newcomers			
First two months of experience (Rate DD)	8,80	2,34	28,98
Thereafter Rate D	8,80	2,55	31,54
(4) DIVISION D/19			
Section (f)			
Rate A Operation No.1			
First year of experience (Rate AA – start)	8,80	3,07	37,97
Second year of experience (Rate AA)	8,80	3,24	40,07
Thereafter Rate A1	8,80	3,42	42,34

GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)			
A		B	New
Percentage increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2009		Amount per hour	Minimum hourly wage rates
Class of work	%	Rc	R
(5) DIVISION D/22			
Section B			
Operation No.1(Rate D)	8,80	2,55	31,54
<i>Section (c)</i>			
Operations No.1 to No.5 (Rate D)	8,80	2,55	31,54
Operations No.6 to No.8 (Rate DDD)	8,80	2,22	27,46
Operations No.9 to No.21 (Rate G)	8,80	1,88	23,30
Operations No.22 to No.33 (Rate H)	8,80	1,78	22,06
(6) DIVISION D/23			
Training periods:			
Newcomers to Rate DDD			
First four months of experience (Rate F)	8,80	1,99	24,66
Thereafter Rate DDD	8,80	2,22	27,46
Newcomers to Rate E:			
First four months of experience (Rate H)	8,80	1,78	22,06
Thereafter Rate E	8,80	2,10	25,99
(7) DIVISION D/24			
Rate Operation No.1			
First three months of experience (Rate D, less 5%)	8,80	2,43	29,97
Thereafter Rate D	8,80	2,55	31,54
(8) DIVISION E/2			
<i>Section (b)</i>			
First twelve months of experience			
Rate AA – start	8,80	3,07	37,97
Second twelve months of experience (Rate AA)	8,80	3,24	40,07
Thereafter Rate A1	8,80	3,42	42,34

(d) WAGE RATES APPLICABLE TO OPERATIONS IN SCHEDULE F ONLY

	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2009	Amount per hour	Minimum weekly wage rates
Class of work	%	Rc	R
Group Z	8,80	3,42	42,34
Group Y	8,80	2,68	33,08
Group IX	8,80	2,52	31,17
Group VIII	8,80	2,44	30,15
Group VII	8,80	2,35	29,01
Group VI	8,80	2,26	27,95
Group V	8,80	2,17	26,87
Group IV	8,80	2,09	25,81
Group III	8,80	2,03	25,09
Group II	8,80	1,95	24,16
Group I	8,80	1,89	23,40

(e) WAGE RATES APPLICABLE TO APPRENTICES ONLY

	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage increase on actual weekly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2009	Amount per week	Minimum weekly wage rates
Class of work	%	Rc	R
First year	8,80	68,00	837,00
Second year	8,80	75,00	923,00
Third year	8,80	89,00	1 100,00
Fourth year			
The hourly rate of all apprentices for the purposes of calculating overtime shall be the weekly wage paid, divided by 40.	8,80	132,00	1 629,00

(f) WAGE RATES APPLICABLE TO OPERATIONS IN DIVISION D/7 ONLY

GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)			
	A	B	New
	Percentage increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2009	Amount per hour	Minimum hourly wage rates
Class of work	%	Rc	R
B	8,80	1,79	22,13
C	8,80	1,72	21,28
D	8,80	1,69	20,84
DDD	8,80	1,67	20,70
E	8,80	1,67	20,67
F	8,80	1,60	19,73
G	8,80	1,51	18,66
H	8,80	1,34	16,56

B. For the period 1 July 2010 to 30 June 2011

The parties have agreed that the wage increases shall be calculated as follows :

Increases shall be calculated on the basis of the April 2010 CPI inflation rate (excluding owners' equivalent rent) (as released by Statistics S.A.) or 7,1% to 8,1% for rates A to H respectively, whichever is the greater.”.

16. SCHEDULE G(a)(ix) ELECTROLYTIC FINISHING

Substitute the following for the existing schedule:

“Electroplating and/or electrolytic finishing and/or finishing of ferrous , non-ferrous and/or other substrates

For the purposes of this technical schedule, ‘electroplating and/or electrolytic finishing and/or finishing of ferrous, non-ferrous, and/or other substrates’ includes electroplating, anodizing, electrolysis metal deposition, wet electrostatic or electrophoretic coatings, hard chroming, vacuum coating, chemical and electrochemical brightening, powder coating, lacquering, metal finishing and operations associated with these processes.

Rate ‘B’

- Supervisory work.

Rate ‘D’

- Manufacturing of plating racks and frames.

Rate ‘DD’

- Maintenance and/or repairing of plating racks and frames by brazing and/or silver soldering.

Rate ‘F’

1. Decorative plating.
2. Supervising employees employed on classes of work scheduled below Rate ‘F’ (when so appointed).

Rate ‘G’

1. Industrial plating (e.g. zinc, tin, cadmium, copper, anodizing, etc).
2. Application of powder and other coatings.
3. Polishing and/or grinding (after 24 months).
4. Lacquer spraying or dipping.
5. Polish wheel making.
6. Cleaning on plating line.
7. Colour anodizing.
8. All electrolytic and/or non-electrolytic processes carried out by a bath/vat attendant.
9. All other coatings that use alternative application methods.
10. Brightening.
11. Gas burning of jigging or wire holes.

Rate ‘H’

1. Jigging and/or wiring.
2. Pickling and/or stripping.
3. Stripping and/or coating of jigs.
4. Barrel loading.
5. Inspection.
6. Polishing (first 7 to 24 months).
7. Attending drier and/or oven.

Electroplating sector job creation initiative

The parties to this Agreement have agreed, in an attempt to create new job opportunities in the electroplating sector and subject to the qualifications set out in the note, that Rate 'H' less 30% will apply to the following operations:

1. Any form of general manual labour, including wrapping and/or packing, loading and/or unloading of vehicles, visual inspection, etc.
2. Jigging and/or wiring of articles to be electroplated or similarly finished.
3. Polishing.

Important notice

1. The above special wage structure applies only to new employees engaged on a permanent basis (i.e. excluding any employees engaged on a limited duration contract of employment and/or temporary and/or casual basis).
2. The above special wage structure may not be applied in respect of employees supplied by a Temporary Employment Service (TES / Labour Broker).
3. The special wage rates will apply only in respect of qualifying employees during their first six months of employment with an employer, after which period the applicable Collective Main Agreement shall apply.
4. The South African Electroplating Industries Association undertakes to report to the Bargaining Council, in January of each year, declaring the number of employees engaged on this basis during the course of the preceding year and the Bargaining Council and the trade union parties reserve the right to withdraw the special wage dispensation, should it be found that the wage structure has not resulted in the creation of new job opportunities in the sector.”.

17. SCHEDULE G(g) METAL SERVICE CENTRES

Substitute the following for the existing schedule:

“Metal Service Centre’ means an establishment undertaking activities confined to the supply of metal products to customer requirements, including profile cutting, but excluding establishments exclusively engaged in the sale of or cutting to length of metal products on a non-repetitive basis to customer requirements and further excluding the following:

- (a) Manufacture; and/or
- (b) construction; and/or
- (c) assembly; and/or
- (d) erection of any article consisting mainly of metal when undertaken at such Metal Service Centre.

For the purposes of this section –

‘metal products’ mean billets, plates, sheets, strips, bars, rods, angles, flats, section extrusions, pipes, tubes, wire and wire rod;

‘manufacturing’ means the production of articles or parts or components thereof by means of tools and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes (including the rectification of faults in the course of such processes), in separate manufacturing establishments or departments or annexures, separated from general engineering activities by effective closures.

RATE A (N.E.S)

Note: No person other than a journeyman or an apprentice may be employed on work classified at Rate A in Schedule G without prior permission of the Council.

RATE C

1. Supervisory work, including setting up and/or changing attachments on machines.
2. Laser cutting.
3. Setting (n.e.s.) (excluding machine tool setting up and/or tool setting) of dies and/or fixtures and/or stops and/or jigs and/or guides and/or trips on production machines.
4. Quality control inspection.

RATE D

1. Operating multihead oxyacetylene cutting machines, including setting up.
2. Guillotining to cutting lists, including the setting of the guillotine only.
3. Press brake bending and/or forming to customer requirements, including setting up of press brake only.
4. Plasma and profile cutting (argon gas) and slitting of rolled coils by machine, including changing of spacers and blades.
5. Eccentric press operating, including setting of eccentric press only.
6. Radial arm drilling machine operating.

RATE DD

1. Operating single-head oxyacetylene cutting machines, including setting up.
2. Band and/or power hacksawing (n.e.s.)

RATE DDD

1. Repetition marking of material for cutting purposes to templates and/or length gauges and/or tape only.
2. Pedestal drilling on radial arm machine.
3. Roll straightening and/or flattening of steel/metal strips by machine, including setting.

4. Belt sanding of steel sheets, including changing of belts.
5. Quality control checking.

RATE F

1. Moving and/or stacking and/or wrapping and/or strapping and/or loading and/or unloading and/or raising and/or lowering materials by machine other than general labouring.
2. Guillotining to stops.
3. Repetition picking, checking and quality control.

RATE G

1. Mass measuring and/or dispatch of materials.
2. Operating power/bandsaw to stops.
3. Eccentric press operating where the machine is pre-set.
4. Polishing and/or scotch briting steel pipes by machine.
5. Assisting the operator to load blades and/or spaces on a slitter machine.
6. Operating basic aluminium coiling machine.

RATE H

1. General labouring.
2. Loading and/or unloading of coils.

Except for the provisions of subsections (iv) and (viii) dealing with vehicle driving and watchman's work no other provisions of Schedule G shall apply.”.

18. ANNEXURE A

Substitute the following for subclause 2.1.1:

2.1 Notice of proposed retrenchment

- 2.1.1 An employer shall notify all relevant consulting parties and the Regional Bargaining Council when that employer contemplates terminating the employment of one or more employees for reasons related to its operational requirements.”.

19. ANNEXURE B: FIVE-GRADE JOB AND WAGE STRUCTURE

Substitute the following for item 8:

“8. For those establishments that have implemented or intend to implement the new job and wage system, the following minimum wage shall apply for the new five-grade structure. For those establishments that have implemented the five-grade job and wage structure, the following increases shall apply on the same terms as set out in clause 1 of Part II of this Agreement.

The actual wage structure, including the benchmark figure for artisans, shall be agreed at company level depending upon the nature of multi-skilling, multi-tasking, broad banding and employee flexibility agreed between the affected employer and trade union(s).

Grade	Current minimum wage rate	Increase on actuals and scheduled wage Rates	Increase on scheduled wage Rate	New minimum wage rates
5	38,92	8,80	3,42	42,34
4	33,52	8,80	2,95	36,47
3	28,86	8,80	2,54	31,40
2	24,85	8,80	2,19	27,04
1	21,41	8,80	1,88	23,29
		Whichever is the greater personal increase		

Note:

These amounts will be increased in line with the increases to be agreed in the 2008/2009 and subsequent annual Main Agreement negotiations.

The new five-grade wage structure will be phased-in in equal increments, over a maximum period of five years. Individual establishments may agree to phase the new structure in over a shorter period.”.

20. ANNEXURE H: CONSTRUCTION SITES COVERED BY A PROJECT LABOUR AGREEMENT

(1) Insert the following new subclause 1.4(c)

“(c) Shipbuilding and/or ship repair work is specifically excluded from the definition of ‘construction site’.”.

(2) Substitute the following for item 1.8

“1.8 Any person who is able to demonstrate that he/she has obtained previous knowledge and skills of working on a construction site, and is able to perform work in a higher grade, and subject to such work being available, may not be employed in Grade (a), Grade 1 and Grade 2 and on the rates set out herein unless the employee elects otherwise. The period that an employee may be remunerated on Grade 1(a) and 2(a) rates shall be the subject of a PLA, but shall not be longer than four months.

Grade	Minimum wage rate
	R C
5	42,34
4	38,33
3	32,71
2	26,63
2(a)	21,88
1	13,50
1(a)	12,21"

Signed at Johannesburg , for and on behalf of the parties, this 16th day of July 2009.

L. TRENTINI
Member

L. DE WELZIM
Member

A. SMITH
Chief Executive Officer

V MABHO
Member

A. HLAUDI
President